

03-33-CD  
CITIFINANCIAL MORTGAGE CO. vs. CHAD E. NOWAK

# GOLDBECK McCAFFERTY & MCKEEVER

By: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 500 - THE BOURSE BLDG.  
111 S. INDEPENDENCE MALL EAST  
PHILADELPHIA, PA 19106  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

CITIFINANCIAL MORTGAGE CO. INC. F/K/A  
ASSOCIATES HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

*Plaintiff*

vs.

CHAD E. NOVAK  
**Mortgagor(s) and Real Owner(s)**

RR 1 Box 631  
Osceola Mills, PA 16666

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

03-33-CD

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

#### NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

#### A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA. RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

**FILED**

JAN 08 2003

William A. Shaw  
Prothonotary

## COMPLAINT IN MORTGAGE FORECLOSURE

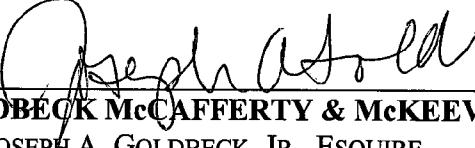
1. Plaintiff is CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CDC, 1111 Northpoint Drive, Building 4, Suite 100 Coppell, TX 75019-3931.
2. The name(s) and address(es) of the Defendant(s) is/are CHAD E. NOVAK, RR 1 Box 631, Osceola Mills, PA 16666, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On April 24, 2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to FHB FUNDING CORP., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #20006013. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CDC by Assignment of Mortgage dated January 23, 2001 as Instrument #200100887. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due September 01, 2002, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$63,248.23
Interest from 08/01/2002	\$4,167.17
through 01/31/2003 at 9.7500%	
Per Diem interest rate at \$17.13	
Attorney's Fee at 5.0% of Principal Balance	\$3,162.41
Costs of suit and Title Search	<hr/> \$750.00
	\$71,327.81
Past due late charges	+\$164.79
Advances/Escrow	+\$22.50
Fees	+\$48.74
	<hr/> \$71,563.84

7. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale reasonable Attorney's Fees will be charged based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the

Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$71,563.84, together with interest at the rate of \$17.13, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

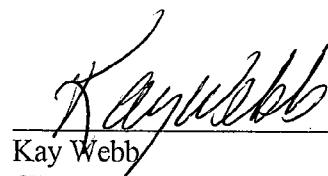
**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, Kay Webb, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 1-3-03

  
\_\_\_\_\_  
Kay Webb  
CITIFINANCIAL MORTGAGE CO. INC.

Warranty Deed

# This Indenture

Made this 24<sup>th</sup> day of April, in the year two thousand (2000).

Between CHAD E. NOVAK, Unmarried, of Osceola Mills, Clearfield County, Pennsylvania, party of the first part,

**GRANTOR**

*and*

CHAD E. NOVAK, Unmarried, of Osceola Mills, Clearfield County, Pennsylvania, party of the second part;

**GRANTEE**

**Witnesseth**, that in consideration of ONE AND NO/100 (\$1.00) DOLLAR, in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee, his heirs and assigns;

ALL those three (3) certain pieces, parcels or tracts of land, situate, lying and being in the Township of Decatur, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post or corner of lands of Adam Kephart North 27 $\frac{1}{2}$  degrees East, 30 5/10 perches to a post; thence along lands of Exel Fronberg North 42 $\frac{1}{2}$  degrees West, 26 4/10 perches to a post; thence along run or lands of William Hicks, South 58 degrees West 5 perches to a point on Run; thence South 27 $\frac{1}{2}$  degrees East and 4 perches to a point; thence South 36 degrees West and 5 perches to a point on said Run; thence along said Run 1 $\frac{1}{2}$  degrees East, 7 4/10 perches to a point; thence North 49 $\frac{1}{2}$  degrees West and 4 perches to a point; thence South 26 $\frac{1}{2}$  degrees West, 3 4/10 perches to a point; thence South 56  $\frac{1}{2}$  degrees East, 5 7/10 perches to a point; thence South 31 degrees East, 4 perches to a point; thence South 26 degrees West, 4 4/10 perches to a point; thence South 61 degrees West, 5 3/10 perches to a point; thence South 52 degrees East, 5 3/10 perches to a point; thence South 13 3/4 degrees West, 6 perches to a point; thence along said Run South 71 $\frac{1}{2}$  degrees East, 1 8/10 perches to a post or place of beginning.

Containing three acres 13 7/10 perches neat.

FIDELITY CLOSING  
SERVICE, LLC

1500 S. ATKERTON ST.  
STATE COLLEGE, PA 16801

THE SECOND THEREOF; BEGINNING at a stake on line of Township Road and bank of run; thence along said run 172 feet to a post; thence North 100 feet to a post; thence East 136 feet to a post or corner on Township Road; thence South along said road 148 feet to place of beginning.

THE THIRD THEREOF: BEGINNING at a point on line of land of grantee herein, formerly of Paul Bordes, said point being on Legislative Route 17137; thence in a northerly direction along Legislative Route 17137 a distance of twenty (20) feet more or less to a point; thence in a westerly direction a distance of one hundred forty-three (143) feet more or less to a point; thence in a southerly direction a distance of fifteen (15) feet to a point on line of land of grantee herein, formerly Paul Bordes; thence along line of Grantee in an easterly direction one hundred forty-three (143) feet more or less to a point on Legislative Route 17137 and place of beginning.

UNDER AND SUBJECT, nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, conveyances out and limitations as are contained in all prior deeds.

BEING KNOWN AS Tax Parcel Nos: 112-013-74 and 112-013-73.

BEING the same premises which Stella Novak by Deed dated September 5, 1991 and recorded September 10, 1991 in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds Book Volume 1418, Page 130, granted and conveyed unto George Webster and Chad E. Novak, Joint Tenants with Right of Survivorship. George Webster died November 18, 1995 thereby vesting full title by operation of law unto Chad E. Novak.

THE GRANTOR HEREIN STATES THAT THE HEREINAFORE DESCRIBED PROPERTY IS NOT PRESENTLY BEING USED FOR THE DISPOSAL OF HAZARDOUS WASTE, NOR TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF HAS IT EVER BEEN USED FOR THE DISPOSAL OF HAZARDOUS WASTE. THIS STATEMENT IS MADE IN COMPLIANCE WITH THE SOLD WASTE MANAGEMENT ACT, NO. 1980-97, SECTION 405.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR

FIDELITY CLOSING  
SERVICE, LLC  
1500 S. ATHERTON ST.  
STATE COLLEGE, PA 16801

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: November 7, 2002

TO: Chad E. Novak  
RR 1 Box 631  
Osceola Mills, PA 16666

## EXHIBIT A

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

This is an official notice that the mortgage on your home is in default and the lender intends to foreclosure. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUEDE AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

## STATEMENTS OF POLICY

HOMEOWNER'S NAME (S): **Chad E. Novak**  
PROPERTY ADDRESS: **RR 1 Box 631 Osceola Mills, PA 16666**  
LOAN ACCT. NO.: **0002660912**  
ORIGINAL LENDER: **Citifinancial Mortgage Company Inc.**  
CURRENT LENDER/SERVICER: **Citifinancial Mortgage Company Inc.**

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM** **YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME** **FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE**-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty three (33) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES**-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty three (33) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE**-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty three (33) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION**-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time,

no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your property located at: **RR 1 Box 631 Osceola Mills, PA 16666** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: **09/01/02**thru **11/01/02** at **\$577.34** per month.

Monthly Payments Plus Late Charges Accrued	\$1,732.02
NSF:	\$48.74
Inspections:	\$0.00
Other:	\$22.50
(Suspense):	\$0.00
<b>Total amount to cure default</b>	<b>\$1,803.26</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): **N/A**

**HOW TO CURE THE DEFAULT**-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$1,803.26**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: CITIFINANCIAL MORTGAGE COMPANY INC., 2533 Mount Holly Road, Burlington, N.J., 08016, Attention: Collection Department You can cure any other default by taking the following action within THIRTY THREE (33) DAYS of the date of this letter. (Do not use if not applicable.) **N/A.**

**IF YOU DO NOT CURE THE DEFAULT**-If you do not cure the default within THIRTY THREE (33) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. The means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

**IF THE MORTGAGE IS FORECLOSED UPON**- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER: CITIFINANCIAL MORTGAGE COMPANY INC.

2533 Mount Holly Road  
Burlington, N.J., 08016  
(800) 423-8156  
Attention: Collection Department

EFFECT OF SHERIFF'S SALE-You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE-You        may or   X   may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from the

receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty (30) days from the date of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

FEDERMAN & PHELAN, LLP

Cc: Citifinancial Mortgage Company Inc.  
Attn: Collections Department

Account No.: 0002660912

**Mailed by 1<sup>st</sup> Class mail and by certified Mail No: 7001 1940 0007 4690 9807**

**FILED** cc:Shff

11:47 AM  
JAN 08 2003 Arg. Oct. 90-00

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13508

CITIFINANCIAL MORTGAGE CO. INC.

03-33-CD

VS.

NOVAK, CHAD E.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JANUARY 21, 2003 AT 1:57 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHAD E. NOVAK, DEFENDANT AT RESIDENCE, RR 1, BOX 631, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO STELLA NOVAK, MOTHER, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

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Return Costs

Cost	Description
36.00	SHFF. HAWKINS PD. BY: ATTY.
10.00	SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

11/pt Day Of Feb. 2003  
WILLIAM A. SHAW

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
*by Manley, Harris*  
Chester A. Hawkins  
Sheriff

**FILED**

FEB 11 2003  
01/11/03 am  
William A. Shaw  
Prothonotary

no cc

*W. A. Shaw*

**In the Court of Common Pleas of Clearfield County**

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES  
HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

**Plaintiff**

VS.

CHAD E. NOVAK  
(Mortgagor(s) and Record Owner(s))  
RR 1 Box 631  
Osceola Mills, PA 16666

No. 03-33-GD

**Defendant(s)**

## **PRAECIPE FOR JUDGMENT**

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT  
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE  
OF COLLECTING THE DEBT.**

Enter the Judgment in favor of Plaintiff and against CHAD E. NOVAK by default for want of an Answer.

Assess damages as follows;

\$72,249.04

## Debt

Interest - 08/01/2002 to 03/12/2003

Total

**(Assessment of Damages attached)**

I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff  
I.D. #16132

AND NOW MARCH 19, 2003, Judgment is entered in favor of CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUIPY CDC and against CHAD E. NOVAK by default for want of an Answer and damages assessed in the sum of \$72,249.04 as per the above certification.

Prothonotary

FILED

MAR 19 2003

1990-1993

William A. Shaw

## William A. Shaw Prothoenotary

GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

CITIFINANCIAL MORTGAGE CO. INC. F/K/A  
ASSOCIATES HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

Plaintiff  
vs.

CHAD E. NOVAK  
(Mortgagor(s) and Record owner(s))  
RR 1 Box 631  
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

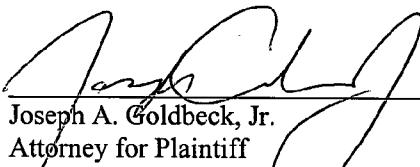
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

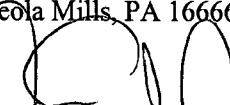
No. 03-33-GD

**ORDER FOR JUDGMENT**

Please enter Judgment in favor of CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CDC, and against CHAD E. NOVAK for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$72,249.04.

  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CDC 1111 Northpoint Drive Building 4, Suite 100 Coppell, TX 75019-3931 and that the name(s) and last known address(es) of the Defendant(s) is/are CHAD E. NOVAK, RR 1 Box 631 Osceola Mills, PA 16666;

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

CITIFINANCIAL MORTGAGE CO. INC. F/K/A  
ASSOCIATES HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

Plaintiff  
vs.

CHAD E. NOVAK  
(**Mortgagor(s) and Record owner(s)**)  
RR 1 Box 631  
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

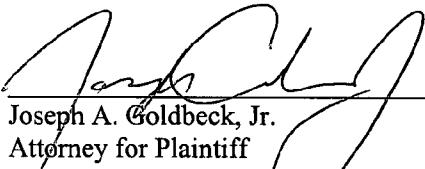
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

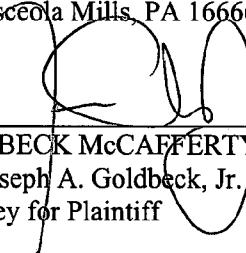
No. 03-33-GD

**ORDER FOR JUDGMENT**

Please enter Judgment in favor of CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CDC, and against CHAD E. NOVAK for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$72,249.04.

  
\_\_\_\_\_  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CDC 1111 Northpoint Drive Building 4, Suite 100 Coppell, TX 75019-3931 and that the name(s) and last known address(es) of the Defendant(s) is/are CHAD E. NOVAK, RR 1 Box 631 Osceola Mills, PA 16666;

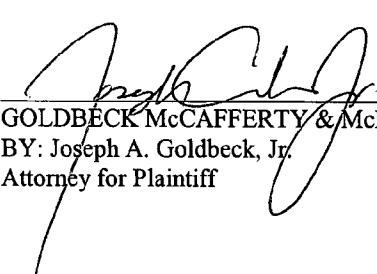
  
\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$63,248.23
Interest from 08/01/2002 through 03/12/2003	\$4,852.37
Attorney's Fee at 5.0000% of principal balance	\$3,162.41
Late Charges	\$0.00
Costs of Suit and Title Search	\$750.00
Escrow Balance Deficit	\$236.03 (\$0.00)
	<hr/> \$72,249.04

  
GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

AND NOW, this                    day of                   , 2003 damages are assessed as above.

  
Pro Prothy

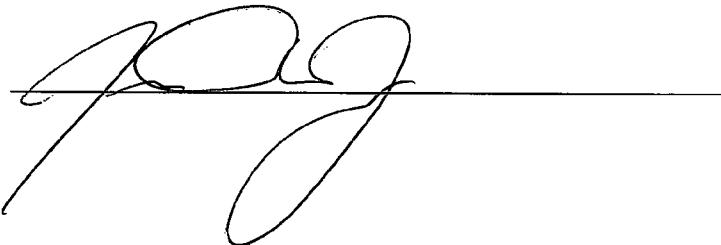
VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, CHAD E. NOVAK, is about unknown years of age, that Defendant's last known residence is RR 1 Box 631, Osceola Mills, PA 16666, and is engaged in the unknown business located at unknown address.

2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date:

A handwritten signature in black ink, appearing to read "CHAD E. NOVAK", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized "C" at the beginning.

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED  
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **February 12, 2003**

TO:

**CHAD E. NOVAK**  
RR 1 Box 631  
Osceola Mills, PA 16666

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES  
HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

*Plaintiff*

vs.  
**CHAD E. NOVAK**  
(Mortgagor(s) and  
Record Owner(s))  
RR 1 Box 631  
Osceola Mills, PA 16666

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 03-33-GD

*Defendant(s)*

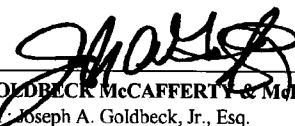
TO: **CHAD E. NOVAK**  
RR 1 Box 631  
Osceola Mills, PA 16666

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

  
**GOLDBECK McCAFFERTY & MCKEEVER**  
By: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106 215-627-1322

Rule of Civil Procedure No. 236 – Revised

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

Plaintiff

No. 03-33-GD

vs.

CHAD E. NOVAK  
(**Mortgagors and Record Owner(s)**)  
RR 1 Box 631  
Osceola Mills, PA 16666

Defendant(s)

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT  
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE  
PURPOSE OF COLLECTING THE DEBT.**

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw  
Prothonotary

By: \_\_\_\_\_

Deputy

If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.  
**Goldbeck McCafferty & McKeever**  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322

**FILED**

**MAR 19 2003**

**William A. Shaw  
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Citifinancial Mortgage Co., Inc.  
Plaintiff(s)

No.: 2003-00033-CD

Real Debt: \$72,249.04

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Chad E. Novak  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 19, 2003

Expires: March 19, 2008

Certified from the record this March 19, 2003

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

---

Plaintiff/Attorney

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P 3180-3183

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

CITIFINANCIAL MORTGAGE CO. INC. F/K/A  
ASSOCIATES HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

Plaintiff

vs.

CHAD E. NOVAK  
Mortgagor(s) and Record Owner(s)  
RR 1 Box 631  
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-33-GD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

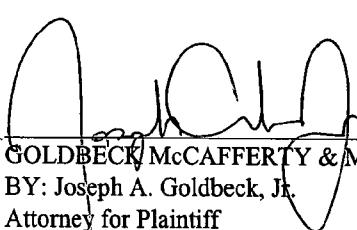
\$72,249.04

Interest from  
08/01/2002 to  
03/12/2003 at  
9.7500%

(Costs to be added)

Prothonotary

\$ 125.00

  
GOLDBECK, McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**FILED**

MAR 19 2003

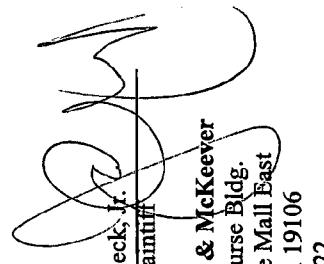
12:55p  
William A. Shaw  
Prothonotary  
6 WANTS TO SICKLE

Term  
No. 03-33-GD  
IN THE COURT OF COMMON PLEAS  
CITIFINANCIAL MORTGAGE CO. INC. F/K/A  
ASSOCIATES HOME EQUITY CDC

vs.

CHAD E. NOVAK  
(Mortgagor(s) and Record Owner(s))  
RR 1 Box 631  
Osceola Mills, PA 16666

**PRAECLPTE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)



Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

Goldbeck McCafferty & McKeever  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322

100% 31

100% 31

ALL those three (3) certain pieces, parcels or tracts of land, situate, lying and being in the Township of Decatur, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post or corner of lands of Adam Kephart North 27½ degrees East, 30 5/10 perches to a post; thence along lands of Exel Fronberg North 42½ degrees West, 26 4/10 perches to a post; thence along run or lands of William Hicks, South 58 degrees West 5 perches to a point on Run; thence South 27½ degrees East and 4 perches to a point; thence South 36 degrees West and 5 perches to a point on said Run; thence along said Run 1½ degrees East, 7 4/10 perches to a point; thence North 49½ degrees West and 4 perches to a point; thence South 26½ degrees West, 3 4/10 perches to a point; thence South 56 ½ degrees East, 5 7/10 perches to a point; thence South 31 degrees East, 4 perches to a point; thence South 26 degrees West, 4 4/10 perches to a point; thence South 61 degrees West, 5 3/10 perches to a point; thence South 52 degrees East, 5 3/10 perches to a point; thence South 13 3/4 degrees West, 6 perches to a point; thence along said Run South 71½ degrees East, 1 8/10 perches to a post or place of beginning.

Containing three acres 13 7/10 perches neat.

THE SECOND THEREOF; BEGINNING at a stake on line of Township Road and bank of run; thence along said run 172 feet to a post; thence North 100 feet to a post; thence East 136 feet to a post or corner on Township Road; thence South along said road 148 feet to place of beginning.

THE THIRD THEREOF: BEGINNING at a point on line of land of grantee herein, formerly of Paul Bordes, said point being on Legislative Route 17137; thence in a northerly direction along Legislative Route 17137 a distance of twenty (20) feet more or less to a point; thence in a westerly direction a distance of one hundred forty-three (143) feet more or less to a point; thence in a southerly direction a distance of fifteen (15) feet to a point on line of land of grantee herein, formerly Paul Bordes; thence along line of Grantee in an easterly direction one hundred forty-three (143) feet more or less to a point on Legislative Route 17137 and place of beginning.

UNDER AND SUBJECT, nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, conveyances out and limitations as are contained in all prior deeds.

BEING KNOWN AS Tax Parcel Nos: 112-013-74 and 112-013-72

FILED

MAR 19 2003

William A. Shaw  
Prothonotary

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

CITIFINANCIAL MORTGAGE CO. INC. F/K/A  
ASSOCIATES HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

vs.

CHAD E. NOVAK  
RR 1 Box 631  
Osceola Mills, PA 16666

In the Court of Common Pleas of  
Clearfield County

No. 03-33-GD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: RR 1 Box 631 Osceola Mills, PA 16666

See Exhibit "A" attached

AMOUNT DUE	\$72,249.04
------------	-------------

Interest From 08/01/2002  
Through 03/12/2003

(Costs to be added)

*125* Prothonotary *125* —

Dated: 3-19-03

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA  
Deputy \_\_\_\_\_

Term  
No. 03-33-GD

IN THE COURT OF COMMON PLEAS

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES  
HOME EQUITY CDC

vs.

CHAD E. NOVAK

Mortagor(s)  
RR 1 Box 631 Osceola Mills, PA 16666

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$72,249.04
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 175.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

Goldbeck McCafferty & McKeever  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA. 19106  
(215) 627-1322

ALL those three (3) certain pieces, parcels or tracts of land, situate, lying and being in the Township of Decatur, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post or corner of lands of Adam Kephart North 27 $\frac{1}{2}$  degrees East, 30 5/10 perches to a post; thence along lands of Exel Fronberg North 42 $\frac{1}{2}$  degrees West, 26 4/10 perches to a post; thence along run or lands of William Hicks, South 58 degrees West 5 perches to a point on Run; thence South 27 $\frac{1}{2}$  degrees East and 4 perches to a point; thence South 36 degrees West and 5 perches to a point on said Run; thence along said Run 1 $\frac{1}{2}$  degrees East, 7 4/10 perches to a point; thence North 49 $\frac{1}{2}$  degrees West and 4 perches to a point; thence South 26 $\frac{1}{2}$  degrees West, 3 4/10 perches to a point; thence South 56  $\frac{1}{2}$  degrees East, 5 7/10 perches to a point; thence South 31 degrees East, 4 perches to a point; thence South 26 degrees West, 4 4/10 perches to a point; thence South 61 degrees West, 5 3/10 perches to a point; thence South 52 degrees East, 5 3/10 perches to a point; thence South 13 3/4 degrees West, 6 perches to a point; thence along said Run South 71 $\frac{1}{2}$  degrees East, 1 8/10 perches to a post or place of beginning.

Containing three acres 13 7/10 perches neat.

THE SECOND THEREOF; BEGINNING at a stake on line of Township Road and bank of run; thence along said run 172 feet to a post; thence North 100 feet to a post; thence East 136 feet to a post or corner on Township Road; thence South along said road 148 feet to place of beginning.

THE THIRD THEREOF; BEGINNING at a point on line of land of grantee herein, formerly of Paul Bordes, said point being on Legislative Route 17137; thence in a northerly direction along Legislative Route 17137 a distance of twenty (20) feet more or less to a point; thence in a westerly direction a distance of one hundred forty-three (143) feet more or less to a point; thence in a southerly direction a distance of fifteen (15) feet to a point on line of land of grantee herein, formerly Paul Bordes; thence along line of Grantee in an easterly direction one hundred forty-three (143) feet more or less to a point on Legislative Route 17137 and place of beginning.

UNDER AND SUBJECT, nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, conveyances out and limitations as are contained in all prior deeds.

BEING KNOWN AS Tax Parcel Nos: 112-013-74 and 112-013-73.

GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

CITIFINANCIAL MORTGAGE CO. INC. F/K/A  
ASSOCIATES HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

Plaintiff  
vs.

CHAD E. NOVAK  
Mortgagor and Record Owner

RR 1 Box 631  
Osceola Mills, PA 16666

Defendant

FILED NO  
MAY 30 2003  
E 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-33-*C*  
*GD*

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

Personal Service by the Sheriff's Office/competent adult (copy of return attached). *4/17/03 Per CINDY*  
 Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached). *of SHERIFF'S*  
 Certified mail by Sheriff's Office. *Office*  
 Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).  
 Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).  
 Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

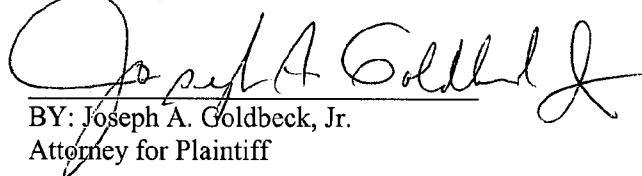
**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

Premises was posted by Sheriff's Office/competent adult (copy of return attached).  
 Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).  
 Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

7160 3901 9844 3519 5375

**TO:** NOVAK, CHAD E.  
**CHAD E. NOVAK**  
RR 1 Box 631  
Osceola Mills, PA 16666

**SENDER:** GOLDBECK MCCAFFERTY & MCKEEVER  
March 12, 2003

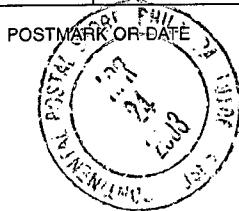
**REFERENCE:** NOVAK, CHAD E. / ACD-1725  
- Clearfield

PS Form 3800, June 2000

RETURN	Postage
RECEIPT	Certified Fee
SERVICE	Return Receipt Fee
	Restricted Delivery
	Total Postage & Fees

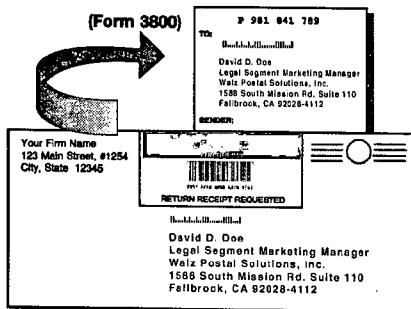
US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry

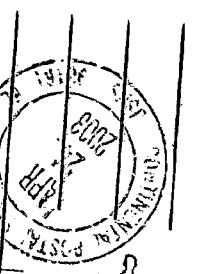
**GOLDBECK McCAFFERTY & McKEEVER**

Name and Address of Sender  
 Suite 500 The Bourse Building  
 111 S. Independence Mall East  
 Philadelphia, Pennsylvania 19106

## Check type of mail:

Express  Return Receipt  Merchandise  
 Registered  Confidential  Insured  
 Insured  Int'l Rec. Del.  
 COD  Del. Confirmation (DC)

If Registered Mail  
 check below:  
 Insured  
 Not Insured  
 Postmark and  
 Date of Receipt



Line	Article Number	Addresser Name, Street, and PO Address	Postage	Fee	Handling Charge	Adjustment	Due	RR	DC	SC	SH	SD	RD	Fee	Fee	Fee	Fee
1	ACD-1725	PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675															
2		DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830															
3																	
4																	
5																	
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15																	

Total Number of Pieces  
 Listed by Sender

Total Number of Pieces  
 Received at Post Office

Postmaster, Per Name of receiving employ.:

2

PS Form 3877, April 1999

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonexpeditable documents under Express Mail document reconstruction is \$500,000 per occurrence. The maximum indemnity payable on Express Mail documents under Domestic Mail Manual R900, S913, and S921 for registered mail sent with optional postal insurance. See Standard Mail (B) Bureau.

Complete by Typewriter, Ink, or Ball Point Pen

Mark

ACT-1725

Clearfield

Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

CITIFINANCIAL MORTGAGE CO. INC. F/K/A  
ASSOCIATES HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

IN THE COURT OF COMMON PLEAS  
of Clearfield County

Plaintiff  
vs.

CIVIL ACTION - LAW

CHAD E. NOVAK  
**Mortgagor and Record Owner**

ACTION OF MORTGAGE FORECLOSURE

RR 1 Box 631  
Osceola Mills, PA 16666

No. 03-33-GD

Defendant

**AFFIDAVIT PURSUANT TO RULE 3129**

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CDC, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

RR 1 Box 631  
Osceola Mills, PA 16666

1. Name and address of Owner or Reputed Owner:

CHAD E. NOVAK  
RR 1 Box 631  
Osceola Mills, PA 16666

2. Name and address of Defendant in the judgment:

CHAD E. NOVAK  
RR 1 Box 631  
Osceola Mills, PA 16666

3. Name and last known address of every judgment creditor whose judgment is a record lien on the property to be sold:

PA DEPARTMENT OF PUBLIC WELFARE  
Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: May 28, 2003

  
GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13917

CITIFINANCIAL MORTGAGE CO., INC. F/K/A ASSOCIATES HOME EQUITY 03-33-CD

VS.

NOVAK, CHAD E.

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

**NOW, APRIL 17, 2003 @ 10:45 A.M. O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND  
TIME.**

A SALE DATE OF JUNE 6, 2003 WAS SET.

**FILED**

**OCT 22 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

**NOW, APRIL 17, 2003 @ 10:45 A.M. O'CLOCK SERVED CHAD E. NOVAK,  
DEFENDANT AT HIS RESIDENCE RR1, BOX 631, OSCEOLA MILLS, CLEARFIELD  
COUNTY, PENNSYLVANIA, BY HANDING TO LISA CLAPPER, FIANCE/LIVE-IN, A  
TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF  
SALE, AND COPY OF LEVY AND BY MAKING KNOWN TO HER THE CONTENTS  
THEREOF.**

**NOW, JUNE 5, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S  
ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JUNE 6, 2003 TO  
SEPTEMBER 5, 2003.**

**NOW, SEPTEMBER 5, 2003 A SALE WAS HELD ON THE PROPERTY OF THE  
DEFENDANT. THE PROPERTY WAS PURCHASED BY PAULINE BRATTON OF P. O. BOX  
254, OSCEOLA MILLS, PA 16666 FOR \$51,300.00 + COSTS. SHE MADE THE 10%  
DEPOSIT OF HER BID AMOUNT \$5,130.00.**

**NOW, SEPTEMBER 15, 2003 SHE WAS BILLED THE BALANCE DUE OF \$51,357.75  
THAT WAS PAID BY TREASURER'S CHECK FROM CB&T ON SEPTEMBER 19, 2003.**

**NOW, OCTOBER 21, 2003 PAID COSTS FROM THE SHERIFF SALE PROCEEDS.**

**NOW, OCTOBER 22, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY  
OF THE DEFENDANT. PROPERTY WAS PURCHASED BY PAULINE BRATTON, P. O.  
BOX 254, OSCEOLA MILLS, PA FOR \$51,300.00 + COSTS.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13917

CITIFINANCIAL MORTGAGE CO., INC. F/K/A ASSOCIATES HOME EQUITY 03-33-CD

VS.  
NOVAK, CHAD E.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

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NOW, OCTOBER 22, 2003 A DEED WAS FILED.

SHERIFF HAWKINS      \$1,244.24  
SURCHARGE      \$20.00  
PAID BY ATTORNEY

---

Sworn to Before Me This

22<sup>nd</sup> Day Of Oct 2003  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chesler Hawkins  
By Cynthia Butler-Augusta  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

CITIFINANCIAL MORTGAGE CO. INC. F/K/A  
ASSOCIATES HOME EQUITY CDC  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019-3931

vs.

CHAD E. NOVAK  
RR 1 Box 631  
Osceola Mills, PA 16666

In the Court of Common Pleas of  
Clearfield County

No. 03-33-GD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: RR 1 Box 631 Osceola Mills, PA 16666

See Exhibit "A" attached

AMOUNT DUE	\$72,249.04
Interest From 08/01/2002 Through 03/12/2003	
(Costs to be added)	
1017 Prothonotary	125 -

Dated: 3-19-03

Received 3-19-03 @ 2:45 P.M.  
Chester A. Hawkins  
by Cynthia Butter Augherbaugh

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

Deputy \_\_\_\_\_

Term  
No. 03-33-GD

IN THE COURT OF COMMON PLEAS

CITIFINANCIAL MORTGAGE CO., INC. F/K/A ASSOCIATES  
HOME EQUITY CDC

5

CHASE NOVAK

Montaigne

BB 1 Box 631 Osceola Mills PA 16666  
Mrs. Wagner (3)

**WRIT OF EXECUTION  
(Mortgage Foreclosure)**

REAL DEBT		\$72,249.04
INTEREST from		\$
COSTS PAID:		\$
PROTHY		\$15.92
SHERIFF		\$
STATUTORY		\$
COSTS DUE PROTHY		\$
Office of Judicial Support		\$
Judg. Fee		
Crt.		
Sat.		

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

ALL those three (3) certain pieces, parcels or tracts of land, situate, lying and being in the Township of Decatur, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post or corner of lands of Adam Kephart North 27 $\frac{1}{2}$  degrees East, 30 5/10 perches to a post; thence along lands of Exel Fronberg North 42 $\frac{1}{2}$  degrees West, 26 4/10 perches to a post; thence along run or lands of William Hicks, South 58 degrees West 5 perches to a point on Run; thence South 27 $\frac{1}{2}$  degrees East and 4 perches to a point; thence South 36 degrees West and 5 perches to a point on said Run; thence along said Run 1 $\frac{1}{2}$  degrees East, 7 4/10 perches to a point; thence North 49 $\frac{1}{2}$  degrees West and 4 perches to a point; thence South 26 $\frac{1}{2}$  degrees West, 3 4/10 perches to a point; thence South 56  $\frac{1}{2}$  degrees East, 5 7/10 perches to a point; thence South 31 degrees East, 4 perches to a point; thence South 26 degrees West, 4 4/10 perches to a point; thence South 61 degrees West, 5 3/10 perches to a point; thence South 52 degrees East, 5 3/10 perches to a point; thence South 13 3/4 degrees West, 6 perches to a point; thence along said Run South 71 $\frac{1}{2}$  degrees East, 1 8/10 perches to a post or place of beginning.

Containing three acres 13 7/10 perches neat.

THE SECOND THEREOF; BEGINNING at a stake on line of Township Road and bank of run; thence along said run 172 feet to a post; thence North 100 feet to a post; thence East 136 feet to a post or corner on Township Road; thence South along said road 148 feet to place of beginning.

THE THIRD THEREOF; BEGINNING at a point on line of land of grantee herein, formerly of Paul Bordes, said point being on Legislative Route 17137; thence in a northerly direction along Legislative Route 17137 a distance of twenty (20) feet more or less to a point; thence in a westerly direction a distance of one hundred forty-three (143) feet more or less to a point; thence in a southerly direction a distance of fifteen (15) feet to a point on line of land of grantee herein, formerly Paul Bordes; thence along line of Grantee in an easterly direction one hundred forty-three (143) feet more or less to a point on Legislative Route 17137 and place of beginning.

UNDER AND SUBJECT, nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, conveyances out and limitations as are contained in all prior deeds.

BEING KNOWN AS Tax Parcel Nos: 112-013-74 and 112-013-73.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      NOVAK      NO.      03-33-CD

NOW,      SEPT. 5, 2003      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      5TH      day of      SEPTEMBER      2003, I exposed the within described real estate of      CHAD E. NOVAK      to public venue or outcry at which time and place I sold the same to      PAULINE BRATTON

he/she being the highest bidder, for the sum of      \$51,300.00      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	14.40
LEVY	15.00
MILEAGE	14.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	1,026.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	51,300.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
<b>TOTAL SHERIFF COSTS</b>	<b>1,244.24</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	1,190.72
<b>TOTAL DEED COSTS</b>	<b>1,219.72</b>

**PLAINTIFF COSTS, DEBIT & INTEREST:**

DEBT-AMOUNT DUE	72,249.04
INTEREST	
TO BE ADDED	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>72,269.04</b>
<b>COSTS:</b>	
ADVERTISING	491.40
TAXES - collector	TO 1/04
TAXES - tax claim	TO 8/03
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	1,219.72
SHERIFF COSTS	1,244.24
LEGAL JOURNAL AD	108.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>5,167.75</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

**GOLDBECK McCAFFERTY & McKEEVER**  
**A PROFESSIONAL CORPORATION**  
**SUITE 500 - THE BOURSE BUILDING**  
**111 S. INDEPENDENCE MALL EAST**  
**PHILADELPHIA, PA 19106**  
**(215) 627-1322**  
**FAX (215) 627-7734**

June 5, 2003

Clearfield

Chester A. Hawkins  
 SHERIFF OF CLEARFIELD COUNTY  
 Sheriff's Office  
 230 E. Market Street  
 Clearfield, PA 16830

RE: **CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CDC**  
 vs.  
**CHAD E. NOVAK**  
 Term No. 03-33-GD

Property address:

**RR 1 Box 631**  
**Osceola Mills, PA 16666**

Sheriff's Sale Postpone Date: June 06, 2003

Dear Sir/Madam:

Kindly **POSTPONE**, due to a bankruptcy filing, the above-captioned Sheriff's Sale scheduled for June 06, 2003 to September 05, 2003.

Thank you for your cooperation.

Very truly yours,  
 Goldbeck McCafferty & McKeever

BY: *Joseph A. Goldbeck, Jr.*  
 JOSEPH A. GOLDBECK, JR.

JAG/jlg

cc: Chad E. Novak  
 R.R. 1; Box 631  
 Osceola Mills, PA 16666

R. Denning Gearhart  
 215 Locust Street  
 Clearfield, PA 16830

Bankruptcy Information: Chapter 7, Case Number #03-27057, Filing Date: 6/5/03, Judge: Bernard Markovitz